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Description	:	AGREEMENT
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Second Party	:	GANGA ENTERPRISES
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BRUHATH BANGALORE MAHANAGARA PALIKE

Est cost Rs: 31,60,000/ -

Agreement No. 40/16-17

This agreement is made and executed on this 25th day of MARCH-2017 at Bangalore, between Bruhath Bangalore Mahanagara Palike, represented by the Executive Engineer (Elecfrical), Yelahanka division, hereinafter called and reffered to as BBMP on ONE PART,and **Pradeepkumar.S Prof Of M/s. Ganga Enterprises** # 77, 12th Cross, GKW L/o, Vijayanagara Bangalore560 040, hereinafter called and referred as CONTRACTOR on the other part.

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Statutory Alert
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WHEREAS, the Executive Engineer (Elec.,) Yelahanka Division, BBMP has invited Tenders from eligible registered contractor of appropriate class I and above for "**Operation and Maintenance of Street lights in Thanisandra Ward, Ward No-6, Package Y-6:-'Y-6'**" coming under Yelahanka Zone vide tender notification No.BBMP/EE/ELE/YZ/TND/04/20016-17 (Call-4), Dated:24/01/2017 apart from the other agencies, M/s Ganga Enterprises, have also quoted competitive rates for operation and Maintenance of street lights in package **"Y-6"** comprising of **ward No.06**. M/s Ganga Enterprises, have agreed to take up the maintenance of street lights the same has been approved by the Chief Engineer (Yelahanka), BBMP.

WHEREAS, the response to the said notification four (04) tenders were received from the contractors the lowest valid successful Tenderer M/s Ganga Enterprises, remitted **Rs.63,200/-** (Rupees Sixty Three Thousand Two Hundred only) through **NEFT Ref No:KARBN17031617938**, as EMD offering to execute the said work at **-24.94%** Below the sanctioned estimate rates and M/s Ganga Enterprises, submitted the Difference Cost amount of **Rs.7,90,000/-** through **cash certificate No.362921**, Karnataka Bank Ltd, Neharu Nagara Branch, Bangalore, Dated:23/02/2017 and the total Security Deposit **Rs.78,800/-** against to this adjusting EMD of **Rs.63,200/-** and the difference of **Rs.56,000/-** paid through **cash certificate No.362922**, Karnataka Bank Ltd, Neharu Nagara Branch, Bangalore, Dated:23/02/2017. **NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:**

SCOPE: The scope of this contract shall be limited to the Operation and Maintenance of street lights fittings which includes need based replacement of lamps and serviceable like Ballast, Choke, Condensers, LEDs, Drivers, Tubes etc., as applicable to keep street lights in working order.

CONDITIONS OF THE CONTRACT:

1. Operation & Maintenance contract period will be for 01 year (One year) from 01/04/2017 to 31/03/2018.
2. The Contractor shall provide a Complaint Centre/Office with Telephone and Computer Operator and office attendant within the area covered under each package having Land line Telephone system preferably BSNL (Not to change number till termination of contractor period), Desktop Computer and Printer as per the directions of Engineer in charge of Work.
3. The The Contractor should prepare TC/circuit/ward-wise database and master registers comprising of pole number, no of empty RCC/M.S Tubular poles, type of luminaries, Area and crosses along with automatic control timers/Non automatic timers with Energy meter and without Energy meters along with R.R Nos. indicated therein etc., as per the directions of Executive Engineer and Engineer in charge of work within a period of 3 months from the date of award of work. A Copy of the Master Register should be submitted to the concerned BBMP office.
4. The Contractor should remove accidental / bottom detoriated street poles without any extra cost and same to be handed over to BBMP office.
5. The Contractor will be held responsible for missing luminaries (street light fittings) and automatic switches coming under respective packages on account to theft, Vandalism etc.
6. The Contractor shall submit daily replacement report and monthly consolidated reports regularly to the office of the Executive Engineer (Elec.,) Yelahanka Division, BBMP.

7. The Contractor shall maintain complaint register and suggestions box in the respective package office in the proforma furnished by the Executive Engineer (Elec.,) Yelahanka Division ,for the purpose of recording complaints received from the public either in writing or through telephone .

8. The Contractor shall be responsible for the regular daily inspection of all areas coming under each package and they are responsible for proper maintenance every day and submit daily inspection report to Executive Engineer (Elec.,) Yelahanka division.

9. The contractor responsible for maintenance of street lights throughout the year including General holidays.

10. The contractor shall adhere to I.E.R.C. Acts and rules and also BESCOM regulations while Carrying out street lights maintenance work.

11. The contractor should carryout the maintenance work in consultation with BESCOM authorities and Executive Engineer (Elec.,), Yelahanka Division of Bruhath Bangalore Mahanagara Palike.

12. The Standard uniform fixed by the BBMP, along with the ID card shall be worn by the staff while carrying out the maintenance work. If any change in staff, contractor should inform in writing to Yelahanka Division, BBMP office.

13. The name of the Bruhath Bangalore Mahanagara Palike shall be prominently displayed at all the package offices. The said display shall be adequately lit so as to be visible from a distance of 6 Mtrs. (20 feet). The board shall be firmly fixed to the ground using suitable steel angels on a firm concrete footing to the satisfaction of the engineer in charge.

14. The tenderer shall give wide publicity by installing Advertisement board of appropriate size decided by Engineer in-charge of work containing Name of the work, Ward details, Contact person & numbers at least @ 10 Public places per each ward. Such as BBMP ward office/BESCOM office, BWSSB office, Health Centre, Bangalore ONE centre, near BDA office/Hospitals/any other Government offices, where public have access to it.

15. Any breach of Contract during the period of contract will result in termination of the contract and forfeiture of the EMD, Difference Cost and Security Deposit.

16. For any disputes arising out of this contract, decision of commissioner, Bangalore Mahanagara Palike is final.

17. Dispute by reference to arbitration will not be entertained and will be summarily rejected.

18. The Contractor shall accompany concern engineers for daily inspection with their own vehicle

19. Contractors of all the package within zone shall support Yelahanka Control room on rotation basis at a centralized location in consultation with BBMP so that electricians with complete ladder jeep crew and a ladder jeep with complete tools & tackles shall be available during 8 PM to 6 AM on every day for receiving and attending the emergency calls at night hours. The ladder jeep crew needs to work in close co-ordination with BBMP staff. If they fail to attend for control room duty a penalty of Rs.2000/- will be deducted from the monthly bill.

20. The Contractor shall adhere to the minimum wages for staff engaged by them to carrying out the maintenance work and month wise attendance Register should be submitted to the above said office.

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(ವಿದ್ಯುತ್) ಯಲಹಂಕ
ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ

21. Any disputes between the staff, employed by The Contractor shall be amicably settled as per the prevailing Labor law, The BBMP will not intervene/solve the dispute However, if maintenance is effected for reason of such dispute, the BBMP reserves the right to terminate the contract and forfeit the EMD, Difference Cost and Security deposit besides claiming damages actually suffered.

22. Oral statements made by The Contractor at any time regarding the quality, quantity or any other matter will not be considered.

23. The Contractor should also maintain the existing fittings in parks, play grounds and burial grounds etc.,

24. The Contractor is not permitted to display any board advertising his agency/product or any other advertisement boards on the street lights poles.

25. **PENALTY CLAUSE:**

The Contractor Should repair /replace the fused out lights within 24 hours from the time of complaint is recorded .In case of failure penalty will be imposed as below.

a) Rs. 300/- (Rupees Three hundred only) per fitting per day if it is not attended within 24/48 hours.
b) Beyond 48 hrs Rs 400 (Rupees Four hundred only) per lighting point per day.
c) If lights are found 'ON' during any part of day time as per circular issued by BBMP from time to time (seasonal sunrise and sunset) for any notified circuit, a penalty of Rs 1,000/- per switch would be levied irrespective of the type of switching systems either manual or automatic for the 1st timeIf in case these circuits are 'switched ON' for maintenance it has to be informed to BBMP in advance and the same shall be avoided as for as possible.

All the Penalties will be acceptable subjected to.

a) FORCE MAJEURE: Conditions which reads under:

The contractor shall be under no liability if prevented from carrying out any of the Obligations by reason of war, invasion act of foreign enemy, hostilities (Whether war be Declared or not) riots, civil commotion.

26. There shall not be any bushy things around the fittings, the contractor should maintain the street light tubular poles by removing buntings, threads, banners OFC and pruning of tree branches around the fittings for uninterrupted illumination as and when required, failing which penalty will imposed as the case may be at the rates as per class 25 above .

27. The contractor shall follow the rules laid down by electrical inspectorate, commissioner for Labour, The BBMP will not be responsible for any dispute arising thereon.

28. The contractor shall engaged only qualified personnel/Wiremen, Licensed Driver etc., for maintenance of street light failing which penalty will be imposed and the contract will be terminated as the case may be. The Quantum of penalty is at discretion of the commissioner BBMP.

29. The contractor alone shall be responsible for any unforeseen incidents, mishaps, accident to the employee's appointed/engaged and general public during the period of contract and they shall be covered by adequate compensation through insurance cover. BBMP is not responsible for any Electrical accident/mishap/neglegence of work occurred during contract period.

30. No Variation in prices on any account is acceptable once the contract is accepted and the Prices shall be firm throughout the contract period and extensions thereof, except stationary variation.Tenderer should quote for the quantities specified in schedule-B only. However after finalization of the tender if there is any excess quantities, the same shall be entered in the master register, the extra payment is admissible for extra quantities observed during survey and preperation of Master rgister.

31. The Contractor appointed maintenance staff shall arrange /secure and maintain insurance of personal employed as may be necessary and for all such amounts to protect his interests and the interests of the corporation against all risks as detailed herein .The form and limit of such insurance as defined herein together with the underwriter thereof in each case shall be acceptable to the corporation. However ,Irrespective of such acceptance responsibility to maintain insurance at all times till the completion of the contract .

32. The Tendering firm shall guarantee for quality, efficiency and performance standards of the electrical materials used during the maintenance contract.

33. In an unlikely event of mass fusing out of lamps/ Burning out of Ballast or any other associated accessories in on circuit for reasons attributable to short circuit of any other system failure the contractor is held responsible and should repair all fixture and timers without extra cost.

34. Bidder shall be responsible for switching ON/OFF of all the street lighting system depending upon the availability of controller in the circuit as per the prescribed timings by the BBMP/ seasonal sunrise and sunset. As specified in Appendix C one electrician shall be deployed for switching ON/OFF every 25 (twenty five) switches irrespective of manual/auto switching systems. The electrician shall visit all the switching points for daily switching ON/OFF of street light circuits.

35. Bidder should arrange cleaning of the luminaries to remove the dust, water accumulated, if any, once in two months as part of contract.

36. The contractor should stock the Electrical materials of at least $1/10^{th}$ of the annual qty at any point of time during the maintenance period under the contract. The contractor shall have suitable accommodation for maintenance of such stock. The stock level shall be furnished to the concerned BBMP Authorities whenever required. BBMP has the right to inspect the material stock and impose appropriate penalty if appropriate quantity of material stock not found.

37. The Contractor shall be responsible for and shall pay compensation to his workmen payable under the work Men Compensation Act 1923 for Injuries of any (God forbid) caused to the workmen or vehicles or other Property during the Execution of the work and also the liability that may arise under the common law.

38. The Bidder shall have availability of jeep with ladder and appropriate quantity of maintenance materials for day-to-day work of maintenance by owning the required one jeep with ladder for each Package. BBMP has the right to inspect the ladder jeep regarding men and materials. The ownership should be in the name of the individual/ firm. The bidder shall upload the relevant documents along with bid or original documents shall be submitted at the time of agreement for each package separately. Further, the date of manufacture of vehicle shall be on / after, 1^{st} April 2003 with valid permit issued by the Chief electrical Inspectorate, Government of Karnataka. The package details should be displayed on Ladder jeep such as Name of the firm, Work details, Contact person, Phone no and ward no's etc.,

39. The Contractor shall deploy the Supervisor permit issued by the chief electrical Inspectorate

, Government of Karnataka.

40. Special attention during windy season/rainy season should be given to rectify defective lights or loose contacts in wiring, luminaries, etc.

41. The Contractor should submit a bill in first week of month to the Executive Engineer (Elec.,) Yelahanka division with Daily/monthly replacement details.

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42. PAINTING OF POLES:

a) Aluminium paint for tubular poles including the bracket and sky blue color to the supporting angle of the bracket.

b) Broken damaged cement concrete footings and pedestals shall be repaired and all pedestals of the poles should be painted in yellow and black as per the directions of Engineer.

c) Repairs to concrete pedestals and painting of street light poles should be done before Monsoon. If not it will be get done and will be deducted from the contractor's Bill.

43. The Contractor should maintain the street lights in the areas handed over by the Bangalore Development Authority /TMC/C.M.C.s. to Bruhath Bangalore Mahanagara Palike without any extra cost subject to maximum of 5% of the total quantities indicated in the package. Beyond the 5% of the total quantities the contractor shall prepare separate master register comprising of pole number, type of fittings, area etc., as per the clause no.03.

44. 2% of amount will be recovered in the Monthly maintenance bill towards released street light scrap materials in the respective Packages.

45. The Cables from luminaries to the junction of the box shall be run inside the tubular poles and suitably clamped/dresses and no cables shall be left outside the luminaries. In case of cable fault, the necessary wire with the messenger wire with necessary insulation shall be drawn in consultation with BBMP authority and the cable may be dressed and clamped and no cables shall be left hanging loose.

46. In case of cable fault, the same may be rectified or suitable pre insulated wire along with the necessary wire with the messenger wire with necessary insulators shall be drawn without extra cost.

47. The Control wire for individual pole from the group switch point shall be drawn inside the PVC pipes only with necessary wooden box along with D.P. Switch.

48. The Contractor should be able to make a survey of areas at least three hours during burning hours of the lighting system and take corrective measures immediately, if repair work could not be carried out due to any reason, record the list of non-burning lights for attending the same in the next day morning and also report it to the concerned authority. The contractor shall observe energy saving measures and take all suitable measure to avoid switching on street light circuit during day light.

49. The contractor shall ensure that, wiring of street light control point, lamps, cables, junction box etc., shall be properly insulated, covered and secured. The contractor shall follow stringent electrical safe practices as per relevant standards. Bare conductors endangering public safety shall be avoided and same shall be rectified immedietely. The contractor is held responsible for any accident/ incident attributed to existence of bare conductors in street lighting system of that respective package area.

50. The contractor shall ensure that no street light installation shall be operated Non-metered. Instances of burning/ damage of BESCOM energy meter and CT's shall be brought to the notice of BESCOM and BBMP authorities immediately and new energy meter/ CT's requisitioned from the authorities shall be refixed without causing public inconvenience. The contractor shall not bypass existing control system without obtaining proper permission from BESCOM and BBMP authorities, failing which contractor shall be solely held responsible for any back billing and criminal proceeding initiated by BESCOM authorities. The Energy meter reading along with R.R No. should be submitted to Yelahanka Division, BBMP office before 5th of every month.

51. Maintenance team of the contractor should be available ROUND THE CLOCK in package area on all days including general holidays/Sunday.

52. The streetlights which are out of order shall have to be repaired within 24 hrs by repairing/ replacing of parts/sets which have gone out of order. In case of any electric shock/emergency/theft of power/theft of any materials etc the contractor should attend immediately and inform the concern officer. The contractor should lodge police complaint for the same as directed by engineer in charge.

53. The tenderer should switch ON/OFF the control timer box/installation fixed by other contractor in the interest of general public, if the timer box gets faulty (within one year of Guarantee period) and same should be informed to Engineer in charge of work for further necessary action.

54. The tenderer should inspect the area and inform the BESCOM authority to fix the Energy Meters wherever necessary and same matter should be brought to the notice of BBMP office in writing.

55. The Contractor through his package office shall be in continues contact with IPP control centre of BBMP through telephone and send daily report through E-MAIL. The Street light complaint received from different sources shall be immediately intimated to IPP control centre and complaint number issued by IPP shall be recorded at site office with intimation to Engineer in charge. Subsequently compliance on having attended the complaint shall be submitted to IPP control centre with in stipulated period with intimation to Engineer in charge.

56. The Contractor shall responsible for safe disposal of released lamps without causing any hazard to the public and Environment.

The detailed Annexure and the **TERMS AND CONDITIONS** mentioned in the tender document shall form part and parcel of this Agreement.

In WITNESS WHERE OF, the parties have signed this Agreement in the presence of the following witnesses on the day, month and year above written.

WITNESS:

1.

for M/s Ganga Enterprises

Proprietor

2.

25/3/17

EXECUTIVE ENGINEER (Elec.,)
Yelahanka Zone
Bruhath Bangalore Mahanagara Palike.